IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 1009 OF 2005

IN

SUIT NO.989 of 2005

Lara Dutta ... Plaintiff

versus

Gladrags Media Ltd .. Defendant

Mr S.Bangar with Ms Rohini Vakil with Mr. Deepak Raut with Mr. A.Mankane i.b Media Lexcon for Plaintiff

Mr Janak Dwarkadas with Mr. Percy Ghandy i/b Crawford Bayley & Co for Defendant

CORAM : D.G. KARNIK, J

DATED : 21st April 2005.

P.C:-

1. Heard learned counsel for the parties. This motion is taken out by the plaintiff in the suit filed by her for a declaration that she is the owner of the copyright in respect of the photographs including the

photograph displayed at the hoardings at Haji Ali, Mumbai and for an injunction restraining the defendant from exhibiting, publishing, displaying her photographs for the event titled as " Brittania Gladrags - Mega Model and Manhunt Contest - 2005 (for short the "mega model event"). Interim relief of injunction is sought by this motion.

2. According to the plaintiff, she entered into an agreement with a photographer Mr.Munna Singh Thakur (for short the photographer) under which she allowed the photographer to take her photographs in consideration that the photographer would promote her in the film fraternity. According to the agreement, the photographer was allowed to use the photographs of the plaintiff for the editorial purpose of the film magazines and for film editorials and for no other purpose. It however, appears that the photographer handed over the impugned photograph to the defendant who used the same in the hoardings of the mega-model event.

3. Learned counsel for the defendant submits that the photograph was given to the defendant by the photographer and the photographer is a necessary party

to the suit. He further submits that the photographer was the first owner of the copyright under section 17 of the Copyright Act and therefore the photographer had a right to give the said photograph to the defendant for use. Learned counsel for the plaintiff also objected to the admission in evidence of the alleged agreement dated 15th January, 2004 allegedly executed between the plaintiff and the photographer as the agreement is not properly stamped. He submits that the terms and conditions of the agreement cannot be looked into at this stage.

4. In my view, the present application for injunction has become infructuous and it is therefore not necessary at this stage to decide the rival contentions of the parties as to who is the owner of the copyright in the photograph and whether the defendant is entitled to the said photographs and whether the photographer is a necessary party to the suit.

5. The hoardings were admittedly put up by the defendant in February, 2005 for the purpose of promotion of its mega model event. The event was to be held on 9th April, 2005 and was so held. The

hoarding has been removed after the conclusioni of the mega model event. The principle relief claimed in this motion in restraining the defendant from using the said photographs for the purpose of mega model event has thus become infructuous. No injunction can now be granted regarding the use of the photograph for the mega model event. The plaintiff has not expressed any apprehension in the plaint or in the motion that the said photograph is likely to be used again for any other contest.

6. In the circumstances, it is not necessary to go into the issue as to whether who is the owner of the copyright in the photographs at this ad-interim stage in this matter. Accordingly, motion is disposed of without any further orders.

D.G.KARNIK, J